



Report to the Auburn City Council

Action Item	5
Agenda Item No.	
City Manager's Approval	

To: Honorable Mayor and City Council Members
From: Robert Richardson, City Manager
Andy Heath, Administrative Services Director
Date: October 26, 2009
Subject: Amendment of Auburn Municipal Airport Land Leases (Lot 13 and 14) –
Flyers, LLC, a California Limited Liability Company

The Issue

Shall the City Council authorize the City Manager or his designee to execute land lease amendments at the Auburn Municipal Airport between the City of Auburn and the Flyers, LLC, a California Limited Liability Company?

Conclusions and Recommendations

By **RESOLUTION**, authorize the City Manager or his designee to execute amendments to the Auburn Municipal Airport Industrial Park Land Lease Agreements and related documents for Lot 13 and Lot 14 between the City of Auburn and Flyers, LLC, a California Limited Liability Company.

Background

On July 22, 1985, the City Council approved a lease agreement between the City and Nella Oil Company for land parcels in the Airport Industrial Park (Lot Nos. 13 and 14). Subsequent to the original execution and pursuant to City Council Resolution No. 05-45 executed on April 18, 2005, the entire lease was assigned to Flyers, LLC.

Flyers, LLC has requested that the current lease be split into two separate lease agreements as a means to better distinguish between the leased area business activity (Nella Oil Office complex) and passive activity (private hangar space). Terms and conditions of the existing lease will be carried forward to the recommended bifurcated leases. Each new lease is scheduled to expire on July 21, 2035 unless Flyers executes their option to extend the lease by an additional twenty (20) years to July 21, 2055. The current annual lease income to the City's Airport Fund is \$11,564.76 and is currently scheduled for CPI review and adjustment in July 2012.

Lease Lot Split

As previously mentioned, the lease for Lots 13 and 14 currently houses the Nella Oil / Flyers business and hangar complex. Flyers is desirous of splitting the lots into two separate and distinct leases, defined in the Declaration of Covenants and Restrictions and Reservation of Easements (CCR's) as Lots "A" and "B".

Lot "A" is adjacent to Lindberg Street and contains a two story office building which currently houses the Nella Oil business complex. Lot "B" is adjacent to Rickenbacker Way and contains a building with office, warehouse and hangar space. Annual rent currently paid under the existing lease will be split between the two new lots accordingly:

Lot "A" – 40,063 sq ft	\$6,433.32 Annual Rent
Lot "B" – 31,955 sq ft	\$5,131.44 Annual Rent

Because the leased parcels may have different tenants over time, City will execute, and tenant will consent to, a Declaration of Covenants and Restrictions to establish a common, general plan for the joint use, protection and maintenance of the ingress and egress to the two parcels, for the shared use of a trash enclosure, for the maintenance of utilities easements and for sharing a portion of the parking areas located on the parcels.

Alternatives Available to Council; Implications of Alternatives

1. Adopt a resolution authorizing the City Manager or his designee to execute land lease amendments at the Auburn Municipal Airport between the City of Auburn and Flyers, LLC, a California Limited Liability Company.
2. Do not adopt a resolution and direct staff accordingly.

Fiscal Impact

None – Splitting the lease line boundaries for Lot 13 and Lot 14 will have no impact on the total lease revenue generated at the Airport Industrial Park.

Budget Reference

N/A

Attachment #A – Second Amendment to Lease (Lot "A") – Flyers, LLC
Attachment #B – Restated Industrial Site Lease (Lot "B") – Flyers, LLC
Attachment #C – Wells Fargo Consent to Subordinate Lease – Flyers, LLC
Attachment #D – Declaration of CCR's – Flyers, LLC

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RESOLUTION NO. 09-
RESOLUTION AMENDING AUBURN MUNICIPAL AIRPORT LAND LEASES FOR
FLYERS, LLC

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby adopt a
resolution authorizing the City Manager or his designee to execute
amendments to the Auburn Municipal Airport Industrial Park Land Lease
Agreements and related documents for Lot 13 and Lot 14 between the City of
Auburn and Flyers, LLC, a California Limited Liability Company.

DATED: October 26, 2009

J.M. Holmes, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a regular meeting of the City
Council of the City of Auburn held on the 26th day of October 2009 by the
following vote on roll call:

Ayes:
Noes:
Absent:

Joseph G. R. Labrie, City Clerk

SECOND AMENDMENT TO LEASE
AND CONSENT

THIS SECOND AMENDMENT TO LEASE ("Amendment"), dated as of _____, 2009 (the "Effective Date"), is made by and between the City of Auburn, a municipal corporation ("City") and Flyers, LLC, a California limited liability company ("Lessee").

RECITALS

A. City and Lessee's predecessor in interest, Nella Oil Company ("Nella"), entered into that certain Auburn Airport Industrial Park Industrial Site Lease dated July 22, 1985 (the "Original Lease"), pursuant to which Nella leased certain property at the Auburn Airport commonly referred to as Lots 13 and 14 (the "Original Premises").

B. The Original Lease was amended by that certain Lease Amendment and Assignment of Lease executed by the City on April 20, 2005 (the "First Amendment") pursuant to which, among other matters, the rights and obligations of Nella as "Lessee" under the Original Lease were assigned to, and accepted by, Lessee; the Original Lease as amended by the First Amendment is referred to herein as the "Lease"; capitalized terms when used herein shall have the same meanings ascribed to them in the Lease unless otherwise defined herein.

C. By this Amendment, the parties intend to amend the legal description of the Leased Premises to be a portion of the Original Premises, and to amend other provisions of the Lease as set forth below.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Leased Premises. The Lease is hereby amended to define the Leased Premises as the real property, being a portion of the Auburn Airport Industrial Park, as legally described on Exhibit "A," and as depicted on Exhibit "C," both of which exhibits are attached hereto. The Leased Premises are adjacent to Lindbergh Street and consist of 40,063 square feet.
2. Use of the Leased Premises. Section 2.(a) of the Lease is hereby amended to read in its entirety as follows: "The Leased Premises may be used for industrial services and activities provided that any uses shall be in conformance with applicable zoning regulations of the City of Auburn."
3. Fixed Rental. Section 7 of the Lease is not amended; however, the parties acknowledge that the Leased Premises consist of 40,063 square feet, and the fixed annual rental shall be computed based on such square footage. Lessee acknowledges, and City

agrees, that the fixed annual rental for the Leased Premises as of the Effective Date is \$6,433.32.

4. "Sales Tax Revenue," "Site." The term "Site" as used in the First Amendment shall refer to the Leased Premises.

5. Subordinate to Declaration. This Lease is hereby subordinated and made subject to that certain Declaration of Covenants and Restrictions and Reservation of Easements of even date herewith.

6. No Other Changes. Except as expressly modified by this Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

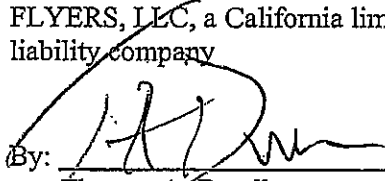
"CITY"

CITY OF AUBURN, CALIFORNIA, a
Municipal Corporation

By: _____
Robert Richardson
City Manager

"LESSEE"

FLYERS, LLC, a California limited
liability company

By:  _____
Thomas A. Dwelle
Member

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

(signatures continue)

CONSENT:

Nella Oil Company, LLC, a California limited liability company, hereby consents to this Amendment.

NELLA OIL COMPANY, LLC,
a California limited liability company

By: 

Thomas A. Dwelle, Member

State of California

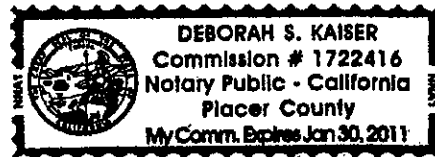
County of Placer

On March 30, 2009 before me, Deborah S. Kaiser,
personally appeared THOMAS A. DUELL, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah S. Kaiser (Seal)



State of California

County of Placer

On _____ before me, _____, personally
appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

PROPERTY DESCRIPTION

LOT "A"

All that real property situate in the City of Auburn, County of Placer, State of California, described as follows:

Being a portion of that certain real property shown upon that certain Record of Survey Map No. 1847 of the Auburn Airport, recorded in Book 14 of Surveys at Page 66, Placer County Records, designated on sheet no. 4 of said map as "NELLA OIL - #85-143", more particularly described as follows:

Beginning at the northwest corner of said "Nella Oil" property marked by a chiseled "X" on rock at the easterly limit of Lindberg Street and running thence North $89^{\circ}40'24''$ East 200.20 feet, along the northerly boundary line of said "Nella Oil" property; thence leaving said northerly boundary line South $00^{\circ}18'32''$ East 200.00 feet, more or less, to a point in the southerly boundary line of said "Nella Oil" property; thence South $89^{\circ}40'30''$ West 200.45 feet, more or less, to the southwest corner of said "Nella Oil" property; thence North $00^{\circ}14'39''$ West 199.99 feet, more or less, along the westerly boundary line of said "Nella Oil" property and the easterly limit of Lindberg Street, to the point of beginning, containing 40,063 square feet, more or less.

Prepared By: Ronald S. Dundas P.L.S. 4415
Reg. Exp. 09/30/09
October 12, 2007

EXHIBIT "A"

EXHIBIT "B"

There is no Exhibit "B"

EXHIBIT "B"

EXHIBIT "C"

The Leased Premises are the western portion of the property depicted on the following page.

EXHIBIT "C"

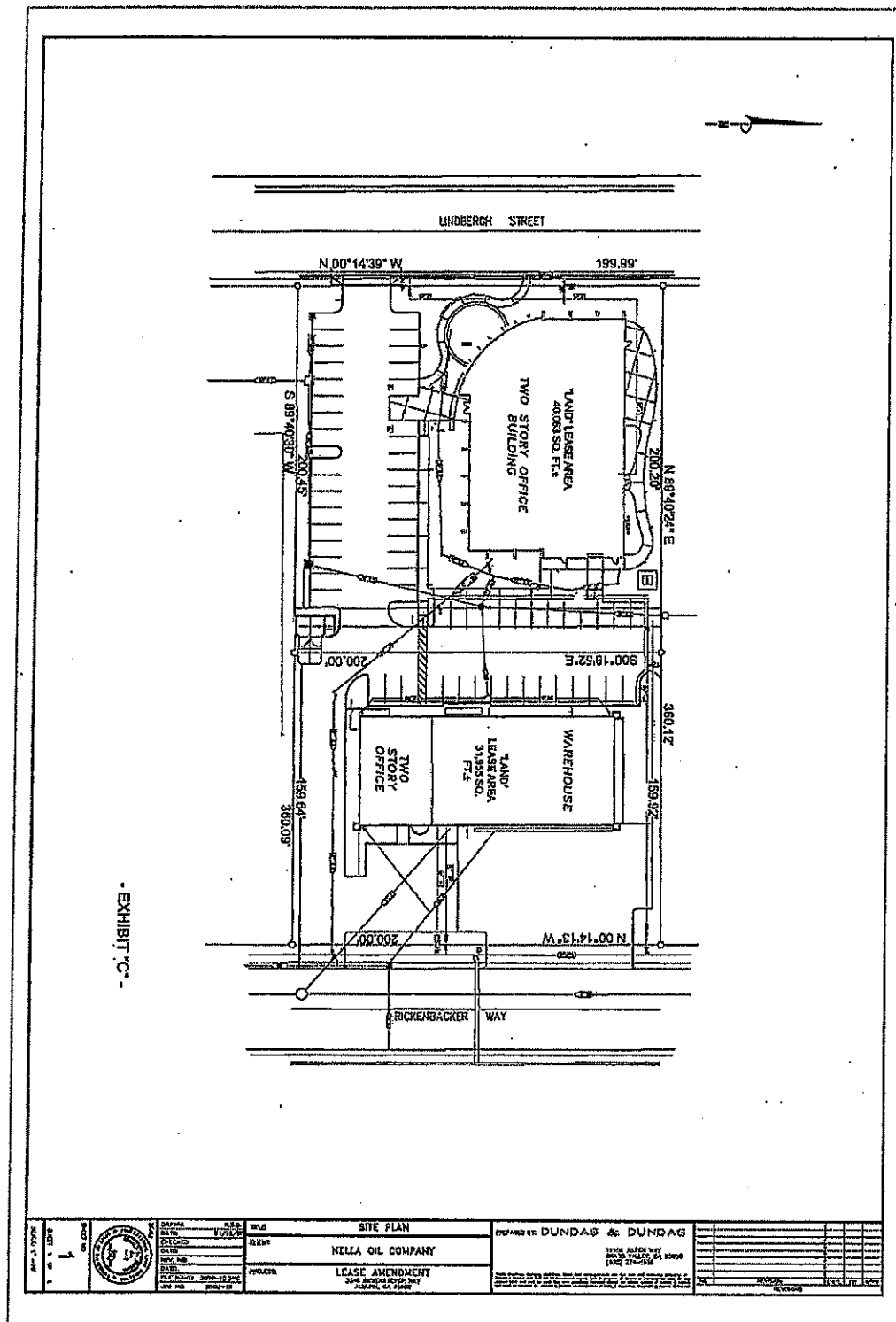


EXHIBIT "C"

AUBURN AIRPORT INDUSTRIAL PARK
 RESTATED INDUSTRIAL SITE LEASE
 AND CONSENT

THIS RESTATED INDUSTRIAL SITE LEASE AND CONSENT ("Restated Lease"), dated as of _____, 2009 (the "Effective Date"), is made by and between the City of Auburn, a municipal corporation ("City") and Flyers, LLC, a California limited liability company ("Lessee").

RECITALS

- A. City and Lessee's predecessor in interest, Nella Oil Company ("Nella"), entered into that certain Auburn Airport Industrial Park Industrial Site Lease dated July 22, 1985 (the "1985 Lease"), pursuant to which Nella leased certain property at the Auburn Airport commonly referred to as Lots 13 and 14 (the "Original Premises").
- B. The 1985 Lease was amended by that certain Lease Amendment and Assignment of Lease executed by the City on April 20, 2005 (the "First Amendment") pursuant to which, among other matters, the rights and obligations of Nella as "Lessee" under the Original Lease were assigned to, and accepted by, Lessee; the 1985 Lease as amended by the First Amendment is referred to herein as the "Original Lease"; capitalized terms when used herein shall have the same meanings ascribed to them in the Original Lease unless otherwise defined herein. The 1985 Lease and the First Amendment are attached hereto as Exhibit "A."
- C. By a separate instrument of even date herewith (the "Lindbergh Street Lease") the Original Lease was amended to exclude the real property which is the subject of this Restated Lease.
- D. By this Restated Lease, the parties intend to restate the terms and conditions of the lease of the Leased Premises, as set forth below.

NOW, THEREFORE, for good and valuable consideration, City hereby leases to Lessee and Lessee hereby hires from City the Leased Premises as hereinafter described, upon the terms and conditions hereinafter set forth:

1. Leased Premises. The Leased Premises herein demised consist of real property being a portion of the Auburn Airport Industrial Park, legally described on Exhibit "B" and as depicted on Exhibit "C," both of which exhibits are attached hereto. The Leased Premises are adjacent to Rickenbacker Way and consist of 31,955 square feet.

2. Original Lease. Except as expressly modified by this Restated Lease, the terms and conditions of the Original Lease are incorporated herein and made a part hereof.

3. Fixed Rental. Section 7 of the Original Lease is not amended; however, the parties acknowledge that the Leased Premises consist of 31,955 square feet, and the fixed annual rental shall be computed based on such square footage. Lessee acknowledges, and City agrees, that the fixed annual rental for the Leased Premises as of the Effective Date is \$5,131.44.

4. "Sales Tax Revenue;" "Site." The term "Site" as used in the First Amendment shall expressly exclude the Leased Premises. The Original Lease is hereby restated to expressly exclude Sections 1, 4, 5, 7 and 8 of the First Amendment. However, Lessee shall take such actions as may be necessary or convenient to ensure that the lessee under the Lindbergh Street Lease and the "Business Owner" receive all of the benefit of the agreement by City to pay a portion of the Sales Tax Revenue generated by Business Owner in excess of the Base Sales Tax Revenue amount as set forth in the First Amendment. Lessee hereby waives any claim that it may have or claim to have as the lessee hereunder to payment of any portion of the Sales Tax Revenue.

5. Subordinate to REA. This Restated Lease is hereby subordinated and made subject to that certain Declaration of Covenants and Restrictions and Reservation of Easements of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Restated Lease as of the date first set forth above.

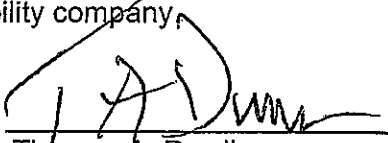
"CITY"

CITY OF AUBURN, CALIFORNIA, a
Municipal Corporation

By: _____
Robert Richardson
City Manager

"LESSEE"

FLYERS, LLC, a California limited
liability company

By:  _____
Thomas A. Dwelle
Member

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

CONSENT:

Nella Oil Company, LLC, a California limited liability company, hereby consents to this Restated Lease.

NELLA OIL COMPANY, LLC, a California
limited liability company

By:  _____
Thomas A. Dwelle, Member

State of California

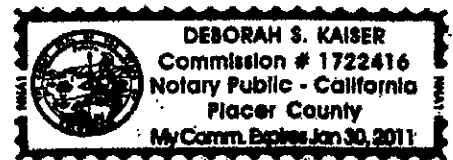
County of Placer

On February 3, 2009 before me, Deborah S Kaiser,
personally appeared Thomas A. Dwyer, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah S Kaiser (Seal)



State of California

County of Placer

On _____ before me, _____,
personally appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

Auburn Airport Industrial Park Industrial Site Lease dated July 22, 1985

and

Lease Amendment and Assignment of Lease executed by the City on April 20,
2005

EXHIBIT "A"

EXHIBIT "B"

PROPERTY DESCRIPTION

LOT "B"

All that real property situate in the City of Auburn, County of Placer, State of California, described as follows:

Being a portion of that certain real property shown upon that certain Record of Survey Map No. 1847 of the Auburn Airport, recorded in Book 14 of Surveys at Page 66, Placer County Records, designated on sheet no. 4 of said map as "NELLA OIL - #85-143", more particularly described as follows:

Beginning at a point on the northerly boundary line of said "Nella Oil" property, from which point the northwest corner of said "Nella Oil" property marked by a chiseled "X" on rock at the easterly limit of Lindberg Street, bears South 89°40'24" West 200.20 feet; and running thence from said point of beginning, North 89°40'24" East 159.92 feet, more or less, along the northerly boundary line of said "Nella Oil" property, to the northeast corner thereof, being a point on the westerly limit of Rickenbacker Way; thence leaving said northerly boundary line South 00°14'13" East 200.00 feet, more or less, along the easterly boundary line of said "Nella Oil" property and the westerly limit of Rickenbacker Way; thence leaving said easterly boundary line and running thence along the southerly boundary line of said "Nella Oil" property, South 89°40'30" West 159.64 feet, more or less, to a point which bears South 00°18'52" East 200.00 feet, more or less, from the point of beginning; thence leaving said southerly boundary line, North 00°18'52" West 200.00 feet, more or less, to the point of beginning, containing 31,955 square feet, more or less.

Prepared By: Ronald S. Dundas P.L.S. 4415
Reg. Exp. 09/30/09
October 12, 2007

EXHIBIT "B"

EXHIBIT "C"

The Leased Premises are the eastern portion of the property depicted on the following page.

EXHIBIT "C"

Recording Requested By:
Flyers, LLC

When Recorded Mail To:
Paul Aronowitz
Aronowitz & Skidmore, Inc.
200 Auburn Folsom Road, Suite 305
Auburn, CA 95603

DOCUMENTARY TRANSFER TAX \$ 0-
— Computed on the consideration or value of property conveyed; OR
— Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Undersigned Grantor
Signature of Declarant or Agent determining tax

**CONSENT OF BENEFICIARY TO SUBORDINATION OF DEED OF
TRUST AND TO THE AMENDMENT AND RESTATMENT OF LEASE**

The undersigned acknowledges and represents that it currently holds a beneficial interest in the leasehold interest of Flyers, LLC, a California limited liability company ("Flyers, LLC") in certain real property located in Placer County and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property") under that certain deed of trust dated December 1, 2005 recorded on January 19, 2006, Instrument No. DOC-2006-0005086 of the Official Records of the County of Placer, State of California (the "Deed of Trust").

The undersigned hereby consents to the execution of the "Second Amendment to Lease and Consent" between the City of Auburn and Flyers, LLC as attached hereto as Exhibit "B" and made part hereof,

The undersigned hereby further consents to the execution of the "Restated Industrial Site Lease and Consent" between the City of Auburn and Flyers, LLC as attached hereto as Exhibit "C" and made part hereof,

The undersigned hereby further consents and agrees that its beneficial interest in the leasehold interest of Flyers, LLC for the Property shall be subordinate and made subject to the "Declaration of Covenants and Restrictions and Reservation of Easements" as attached hereto as Exhibit "D" and made part hereof, (the "Declaration of Covenants") to be executed and recorded by the City of Auburn and consented to by Flyers, LLC, and Nella Oil Company, LLC, a California limited liability company, and that the Declaration of Covenants unconditionally shall at all times burden the Property and remain prior to and superior to any lien or charge of the undersigned pursuant to Deed of Trust. The undersigned

beneficiary agrees that any sale, or any other action to otherwise foreclose, made under the provisions of the Deed of Trust shall be subject to the Declaration of Covenants and agrees that the enforcement of the Deed of Trust shall not terminate the Declaration of Covenants.

Dated: <u>2/2</u> , 2009	WELLS FARGO BANK, NA
	By: <u>[Signature]</u>
	Name: <u>Scott Myers</u>
	Its: <u>Vice President</u>

State of California

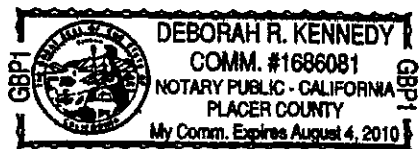
County of Placer

On February 2, 2009 before me Deborah R. Kennedy, Notary Public personally appeared Scott Myers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah R. Kennedy (Seal)



Recording Requested By And)
When Recorded Mail To)
)
Aronowitz & Skidmore, Inc.)
200 Auburn Folsom Road, Suite 305)
Auburn, CA 95603)
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)
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)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

This Declaration of Covenants and Restrictions and Reservation of Easements ("Declaration") is made as of the ____ day of _____, 2009 (the "Effective Date"), by the **CITY OF AUBURN**, a municipal corporation, Owner of the Real Property described in Exhibits "A" and "B," and consented to by **FLYERS, LLC**, a California limited liability company, Lessee of the Real Property and **NELLA OIL COMPANY, LLC**, a California limited liability company.

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

This Declaration of Covenants and Restrictions and Reservation of Easements ("Declaration") is made as of the ____ day of _____, 2009 (the "Effective Date"), by the **CITY OF AUBURN**, a municipal corporation ("City"), owner of the real property described in Exhibits "A" and "B" (the "Real Property"). The Real Property is located within the Auburn Airport Industrial Park and is commonly referred to as the "Nella Oil Company Center."

RECITALS

A. The Real Property is comprised of two separate lots: "Lot A," legally described in Exhibit "A" and "Lot B," legally described in Exhibit "B." Lot A and Lot B are depicted on Exhibit "C" attached hereto. Lot A is adjacent to Lindbergh Street and contains a two story office building, and Lot B is adjacent to Rickenbacker Way and contains a building with office, warehouse and hangar space.

B. The Real Property was leased by the City to Nella Oil Company ("Nella") pursuant to that certain Industrial Site Lease dated July 22, 1985 (the "1985 Lease"). On or about April 20, 2005, Nella and the City entered into that certain Lease Amendment and Assignment of Lease executed by the City on April 20, 2005 ("First Amendment"), pursuant to which, among other matters, Nella assigned its rights and delegated its obligations under the 1985 Lease to Flyers, LLC, a California limited liability company ("Flyers"), an affiliated real estate holding company; Flyers accepted, and City consented to, such assignment and delegation. Together the 1985 Lease and the First Amendment are referred to as the "Original Lease."

C. As of the Effective Date City and Flyers, with the consent of Nella, entered into two agreements: (1) the Second Amendment to Lease and Consent (the "Second Amendment") and (2) the Restated Industrial Site Lease and Consent (the "Lot B Lease"). The Original Lease as amended by the Second Amendment is referred to as the "Lot A Lease."

D. Pursuant to the Second Amendment, among other matters, the definition of the "Leased Premises" was amended to include only Lot A; and pursuant to the Restated Lease, Flyers leased Lot B on terms and conditions similar to the terms and conditions contained in the Original Lease.

E. By this Declaration City, with the consent of Flyers and Nella, desires to establish a common, general plan for the joint use, protection and maintenance of the ingress and egress to the Real Property, for the shared use of the trash enclosure, for the maintenance of utilities

easements and for sharing a portion of the parking areas located on the Real Property.

NOW, THEREFORE, City declares as follows:

ARTICLE 1. DEFINITIONS

1.01 "City"

The term "City" refers to the City of Auburn.

1.02 "Flyers"

The term "Flyers" means Flyers, LLC.

1.03 "Lot A Lease"

The term "Lot A Lease" refers to the Original Lease as amended by the Second Amendment.

1.04 "Lot A Lessee"

The term "Lot A Lessee" refers to the Party with a leasehold interest in Lot A.

1.05 "Lot B Lease"

The term "Lot B Lease" refers to the Restated Industrial Site Lease and Consent.

1.06 "Lot B Lessee"

The term "Lot B Lessee" refers to the Party with a leasehold interest in Lot B.

1.07 "Nella"

The term "Nella" means Nella Oil Company.

1.08 "Occupant"

The term "Occupant" means any Person entitled at any time to the use and occupancy of any portion of the Real Property under any lease, license, concession agreement, or other instrument or arrangement.

1.09 "Party" and "Parties"

The terms "Party" and "Parties" shall mean one or more, as the context requires, of the City, Flyers and Nella, and their successors and assigns.

1.10 "Person"

The term "Person" means an individual or a partnership, firm, association, corporation, limited liability company, trust, or any other form of legal or business entity.

1.11 "Real Property"

The term "Real Property" means the real property described in Exhibits A and B.

1.12 "Users"

The term "Users" means all Persons who have been granted permission to use the Real Property, including the Parties, Occupants, employees, service and other personnel, invitees, customers, agents, and contractors.

ARTICLE 2. GENERAL

As of the Effective Date, Flyers is the tenant of both Lot A and Lot B, and shall continue to occupy, use and maintain Lot A and Lot B pursuant to the Lot A Lease and the Lot B Lease. Nothing contained in this Declaration shall amend any of the terms and conditions of the Lot A Lease or the Lot B Lease, nor relieve either Flyers or Nella of its obligations pursuant to the Lot A Lease and the Lot B Lease.

ARTICLE 3. EASEMENTS

3.01 Reciprocal Easement for Ingress and Egress

Declarant reserves for the benefit of the Occupants, their successors and assigns, a non-exclusive easement (the "Access Easement") for ingress and egress to and from both Lindbergh Street and Rickenbacker Way, over, across, in, and through all driveways, sidewalks and the travel portions of all of the parking areas on Lot A and Lot B. The general location of the Access Easement is indicated on the depicted on the Site Plan.

3.02 Easement for the Trash Enclosure

Declarant reserves for the benefit of the Lot B Lessee a non-exclusive easement for access to, and use of, the existing trash enclosure located at the south-east corner of Lot A. The trash enclosure is to be used by all Occupants of Lots A and B for disposing of trash produced in

the course of the Parties' normal operations on the Real Property.

3.03 Reciprocal Easements for Public Utilities

Declarant reserves non-exclusive easements for maintaining utilities over the Real Property for the benefit of the Lot A Lessee and the Lot B Lessee. Such easements shall (i) provide Lot A Lessee with access to Lot B for the purpose of installing, locating, altering, operating, maintaining, inspecting, upgrading, removing, and enhancing existing public utilities as located on Lot B, as and where such public utilities are located at the time this Declaration is executed; and (ii) provide Lot B Lessee with access to Lot A for the purpose of installing, locating, altering, operating, maintaining, inspecting, upgrading, removing, and enhancing existing public utilities as located on Lot A, as and where such public utilities are located at the time this Declaration is executed. The general location of the public utilities easements is depicted on the Site Plan. For purposes of this Section, public utilities include, but are not limited to, PG&E gas and electrical services, water services, sewer services, and telephone, cable and other telecommunications services.

(a) Prior Written Approval. The Occupant of the dominant tenement ("Dominant Owner") shall not make, or cause to be made, any excavation within the servient tenement, for the installation, repair or removal of any utilities or for any other purpose without first obtaining the written approval of the Occupant of the servient tenement ("Servient Owner"). All excavations shall comply with the standards and requirements established from time to time by the City for compaction, backfill and pavement restoration. The Dominant Owner shall maintain the excavation area in a reasonably safe condition until it is backfilled and repaved or otherwise restored in accordance with Section B below. The Dominant Owner shall be responsible for all costs associated with such excavation, installation, repair or removal.

(b) Restoration. The Dominant Owner shall restore the excavation area to substantially the same condition as existed immediately prior to excavation, at the Dominant Owner's sole cost. If the Dominant Owner fails to complete any restoration required under this Section 3.03, at the Servient Owner's election and upon thirty (30) days written notice to the Dominant Owner, restoration of the excavation area may be performed by the Servient Owner or its contractor, and the Servient Owner may charge the Dominant Owner for its reasonable costs therefor.

(c) Indemnity of Servient Owner. Dominant Owner, its successors and assigns, shall be solely liable for any damage or loss occasioned by any act or omission of Dominant Owner or its contractors in connection with any work conducted by Dominant Owner or its contractors within the servient tenement, and Dominant Owner, its successors and assigns, shall fully indemnify, hold harmless and defend Servient Owner, and its successors and assigns, from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including reasonable attorney's fees), damages and liabilities of every kind to which Servient Owner and its successors and assigns, may be subjected for injury of any type, death or property damage

arising from or connected with any such act or omission.

3.04 Parking Spaces Easement

Declarant reserves easements for the benefit of the Lot A Lessee for the exclusive use of four parking spaces located on Lot B, which parking spaces shall be reserved at all times for the exclusive use by the Occupants of Lot A, and for access to and from Lot A across Lot B to and from the parking spaces. The Lot B Lessee shall designate the four parking spaces subject to this easement in an area reasonably convenient and acceptable to the Lot A Lessee; such parking spaces shall be identified as being for the exclusive use of Lot A Lessee in such manner as the Lot A Lessee shall reasonably determine, and shall be subject to the reasonable rules and regulations imposed by Lot B Lessee.

3.05 Nature of Easements

For purposes of the easements reserved in Article 3 of this Declaration, the portions of the Real Property benefited by each easement constitute the dominant tenement and the portion of the Real Property burdened by each easement constitutes the servient tenement. The reservation of an easement for the benefit of a Party shall also be a grant to and for the benefit of that Party's successors, heirs, assigns, Occupants, and Users. Each easement reserved in this Article is appurtenant to and for the benefit of each portion of Real Property owned or leased by each beneficiary of the easement. No easement may be transferred, assigned, or encumbered except as an appurtenance to the benefited portion of the Real Property.

3.06 Duration of Easements

Each easement granted under this Article shall continue in effect both as to any portion of the Real Property benefited and as to any portion of the Real Property burdened by the easement until the use of the easement for the benefit of a particular portion of the Real Property is abandoned for a period of at least two years and said abandonment is acknowledged by the dominant estate in writing and accepted by the City in a writing and recorded with the County Recorder.

ARTICLE 4. OPERATIONS, USE, AND ALLOCATION OF COSTS

4.01 Access Between Parcels

Except as otherwise provided in this Declaration, no hedge, fence, wall, or similar barrier may be placed, installed, or constructed on the Real Property if the barrier would block or otherwise interfere with the easements granted in Article 3.

4.02 Maintenance, Repair, and Insurance for Ingress and Egress Easement Areas and Trash Collection

All costs incurred related to the maintenance, upkeep, repair, and insurance, as required by a lease or otherwise, of the areas described in Article 3 above, and the trash collection charges for the collection of trash from the area described in Section 3.02, shall be divided among the Occupants of Lots A and B based upon each Occupant's percentage interests in the Real Property. For purposes of this Section, an Occupant's percentage interest shall be calculated by taking the square footage of office space approved for a Lot and dividing it by the total square footage of office space approved for both Lots A and B at the time the cost is incurred.

ARTICLE 5. UTILITIES

Lot A Lessee and Lot B Lessee shall cooperate to have separate meters installed for Lot A and Lot B for each of the public utilities serving the buildings on Lot A and Lot B.

ARTICLE 6. DEFAULT, TERMINATION & REMEDIES

6.01 Legal and Equitable Remedies

In the event of any actual or threatened violation, default, or breach (hereafter collectively referred to as a "default") of or under any of the terms, restrictions, covenants, or conditions of this Declaration by any Party, Users or Occupants of any Party's portion of the Real Property, any other Party shall have the right, in addition to specific remedies described in this Declaration, to pursue any available legal or equitable remedy, including damages, injunctions, and restraining orders. All remedies shall be cumulative, and the pursuit of any available remedy shall not constitute a waiver or election of remedies with respect to all other available remedies.

6.02 Notice as Prerequisite to Breach

Except as otherwise provided in this Declaration, a Party shall not be deemed to be in default under this Declaration until that Party has been given a written notice, prepared by any other Party or Parties, that describes the act or omission constituting the default, and (1) the Party fails to cure the default within 30 days after the date of the notice of default (the "Cure Period"), or (2) in the case of a default that is not capable of being cured within the Cure Period, the Party fails to commence the cure within the Cure Period and to diligently pursue it to completion within a reasonable time thereafter.

6.03 Right of Nondefaulting Party to Cure

Except as provided below, any Party shall have the right, but not the obligation, to cure a default of any other Party on behalf of and at the sole expense of the defaulting Party. In that

case, the defaulting Party shall pay to the curing Party (1) all costs and expenses reasonably incurred in effecting the cure, plus interest at the then-maximum legal rate from the date of payment by the curing Party until payment by the defaulting Party, and (2) all court costs and expenses, including reasonable attorneys' fees, incurred by the curing Party. The right to cure described in this Section may not be exercised by a Party until (1) the Cure Period described in Section 6.02 of this Declaration has elapsed and the defaulting Party has neither cured nor commenced a cure of the default as provided in that Section; and, (2) to the extent applicable, the Additional Cure Period described in Section 6.04 of this Declaration has elapsed and the Lender has neither cured nor commenced a cure of the default or commenced foreclosure proceedings within the Additional Cure Period or the extended period provided for in that same Section.

6.04 Termination Not Permitted for Breach

It is expressly agreed that any breach of this Declaration shall not entitle any Party to cancel, rescind, or otherwise terminate this Declaration or any of its provisions. However, this limitation shall not in any way affect any other rights or remedies that a Party may have for a breach of this Declaration.

6.05 Termination and Amendment

Except as otherwise provided in this Declaration, this Declaration and its Exhibits may be canceled, modified, or amended only by a writing that is executed by all of the Parties and, for so long as any first lien of a Lender on any leasehold or fee is in effect for a portion of the Real Property, by the Lender of the affected Lot; and recorded in the County of Placer, California. No cancellation, modification, or amendment shall require the prior approval or consent of any Occupant or User.

6.06 Force Majeure

Except as otherwise provided in this Declaration, any Party shall be excused from a delay in any performance required of the Party under this Declaration caused by any of the following: the act of any public enemy; war; war defense condition; act of God; the elements; strike; walkout; or other causes beyond the Party's reasonable control. However, each Party shall use reasonable diligence to avoid any such delay and to resume its performance required under this Declaration as promptly as possible after the delay.

6.07 Attorneys' Fees

If any action is commenced between any Parties to this Declaration concerning this Declaration or for the enforcement of rights and duties of any Party, the Party prevailing in the action shall be entitled to, in addition to any other relief that may be granted, a reasonable sum as and for its attorneys' fees. The sum shall be determined by the court in the action or in a separate action brought for that purpose.

ARTICLE 7. RIGHTS OF LENDERS AND OTHERS

7.01 Breach Not to Defeat Mortgage

This Declaration and all of its provisions shall be superior and senior to any lien (including a mortgage or deed of trust) placed on the Real Property or a portion thereof. Any Party who has encumbered its interest in the Real Property with a mortgage or deed of trust prior to the Effective Date of this Declaration shall cause its Lender(s) to execute, in recordable form, and record in the Official Records of the County of Placer, State of California, a written instrument subordinating its encumbrance to this Declaration. Mortgagees under a mortgage or the beneficiary under a deed of trust (referred to in this Declaration as a "Lender") subordinate to this Declaration shall not be obligated to perform any of the terms, covenants, or conditions of its borrower-Party under this Declaration unless and until the Lender acquires title to the borrower-Party's interest in the Real Property, and then, only for the period during which the Lender retains the interest in the Real Property. Any Person (including a Lender) who acquires title to an interest in the Real Property as a result of a default under a mortgage or deed of trust shall be obligated to perform all terms, covenants, and conditions of the defaulting borrower-Party under this Declaration, commencing when the Person acquires the interest and continuing for so long as the Person owns the interest. A breach of any of the terms, conditions, covenants, or restrictions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but the violated term, condition, covenant, or restriction shall be binding on and effective against any Person (including any Lender) who acquires an interest by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Notwithstanding anything to the contrary in this Section, neither the making of a mortgage or deed of trust by a borrower-Party on its interest nor the subsequent foreclosure of any mortgage or deed of trust shall relieve the borrower-Party of its liability under this Declaration.

7.02 Notice to and Service on Lender

A duplicate copy of any and all notices a Party may from time to time give to or serve on any other Party pursuant to or relating to this Declaration, including any notice of default or notice regarding any matter on which the Party may predicate or claim a default, shall be mailed to any Lender (as that term is defined in Section 7.01 of this Declaration) for the affected portion of the Real Property, provided the Lender has first given the noticing Party a written notice containing the Lender's name, address, and a description of the Lender's security interest in the portion of the Real Property (the "Request for Notices"). Any notices or other communications permitted or required by this or any other Section of this Declaration or by law to be served on or given to a Lender by a Party shall be deemed given to the Lender when delivered or mailed in accordance with Section 8.04 of this Declaration to the Lender at the last mailing address for the Lender furnished in writing by the Lender to the Party.

7.03 Right of Lender to Realize on Security

A Lender for an affected portion of the Real Property shall have the right at any time during which its lien is in effect to take any of the following actions:

(a) Perform any act required of its borrower-Party under this Declaration, in which case the act performed by the Lender shall be as effective to prevent a breach of this Declaration by its borrower-Party under this Declaration as if done by the borrower-Party;

(b) Realize on its security interest by commencing foreclosure proceedings, agreeing to an assignment in lieu of foreclosure, or pursuing any other remedy afforded in law or in equity or by the security instrument evidencing the lien, and to take the following related actions:

1. Transfer, convey, or assign title to the ownership interest secured by the security instrument evidencing its lien to any purchaser at any foreclosure sale, whether the foreclosure sale is conducted pursuant to court order or pursuant to a power of sale contained in the security instrument, or to an assignee pursuant to an assignment in lieu of foreclosure; and
2. Acquire and succeed to the interest of any borrower-Party under this Declaration by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in the security instrument, or by virtue of an assignment in lieu of foreclosure.

7.04 Right of Lender to Cure Defaults

(a) This Subsection applies if (1) any Party has given any other Party a notice of default described in Section 7.02 of this Declaration, (2) the defaulting Party fails to cure or to commence to cure the default within the Cure Period provided for in that Section, and (3) a Lender with a lien on the defaulting Party's interest has given the noticing Party a Request for Notices described in Section 7.02 of this Declaration. In that case, the noticing Party shall give to the Lender an additional notice stating that the defaulting Party has failed to cure or commence cure of the default within the Cure Period. On receipt of the additional notice, the Lender shall have the right to do any of the following:

1. Cure the breach or default within 30 days after the date of the additional notice (the "Additional Cure Period"), if the default can be cured by the payment of money;
2. Cure the breach or default within the Additional Cure Period, when the breach or default must be cured by something other than the payment of money and can be cured within that time; or

3. Cure the breach or default in a reasonable time when something other than money is required to cure the breach or default and the cure cannot be performed within the Additional Cure Period, provided that acts to cure the breach or default are commenced within the Additional Cure Period and are thereafter diligently continued by the Lender.

(b) Notwithstanding Subsection (a) of this Section, a Lender may, in lieu of curing a default of its borrower-Party, commence proceedings to foreclose its lien (either through foreclosure by order of court or under a power of sale contained in the security instrument evidencing its lien). In that case, the commencement of foreclosure proceedings shall be deemed a cure of its borrower-Party's default, provided the following requirements are met:

1. The proceedings are commenced within the Additional Cure Period (except that commencement may be extended by a period equal to any delay caused by bankruptcy or insolvency proceedings or any other judicial process);
2. After having been commenced, the proceedings are diligently pursued in the manner required by law to completion (except that completion may be extended by a period equal to any delay caused by bankruptcy or insolvency proceedings or any other judicial process); and
3. The Lender keeps and performs all of the terms, covenants, and conditions of this Declaration requiring the payment or expenditure of money by its borrower Party until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of title to the Lender or other Person.

ARTICLE 8. INDEMNITY OF CITY

Each Occupant hereby agrees to hold harmless, defend and indemnify City, and its agents, employees, officers, officials and contractors from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (1) that Occupant's breach or violation of any covenant, prohibition or warranty in this Declaration, or (2) the activities, acts or omissions of that Occupant, its tenants, subtenants, employees, contractors or agents on or affecting the Real Property from and after the date of recordation of this Declaration, including but not limited to the release of any hazardous materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Real Property; provided, however, an Occupant shall not indemnify City against any injury, loss of life or damage which is caused by the negligence or willful misconduct of, or breach of this Declaration by, City, its agents, employees, officers, officials or contractors.. It is the intent of this Section that each Occupant shall be liable for its own acts, and not jointly liable for the acts of the other Occupant.

ARTICLE 9. MISCELLANEOUS

9.01 Covenants Run With Land

The covenants, restrictions, conditions, and provisions contained in this Declaration (whether affirmative or negative in nature) (1) are made for the direct, mutual, and reciprocal benefit of Lot A and Lot B; (2) shall constitute and be enforceable as mutual equitable servitudes on Lot A and Lot B in favor of each other; (3) shall constitute covenants running with the land; (4) shall bind every person having any fee, leasehold, or other interest in Lot A and Lot B, to the extent that the covenants, restrictions, conditions, or provisions apply to them; and (5) shall inure to the benefit of the Parties and their respective successors and assigns.

9.02 No Public Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Real Property to the general public, for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Declaration shall be strictly limited to and for the purposes expressed in the Declaration.

9.03 No Partnership or Joint Venture

This Declaration shall not be construed or deemed to create a relationship of partnership or joint venture among the Parties or between any of them.

9.04 Notices

All notices, statements, demands, requests, approvals, or other communications (collectively referred to in this Declaration as "notices") to be given under or pursuant to this Declaration shall be in writing, addressed to the Parties at their respective addresses set forth below. Further, the notices shall be delivered in person, or by certified or registered mail, return receipt requested and postage prepaid. Notices shall be deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt.

Notices to Parties shall be sent to the following addresses unless and until a Party changes its address by written notice given to all other Parties:

Nella Oil Company and Flyers, LLC
2349 Rickenbacker Way
Auburn, CA 95604

City of Auburn
Attn: City Manager
1225 Lincoln Way
Auburn, CA 95603

Any Person who becomes a Party to this Declaration by virtue of the provisions of Article 2 shall give written notice of his, her, or its address to each of the other Parties.

9.05 Severability

If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

9.06 Recordation and Effective Date

Any Party may (1) cause this Declaration to be recorded, as soon as possible after its execution, in the Official Records of the County of Placer, California, and (2) thereafter deliver copies of the Declaration, showing the date and instrument number of recordation, to each of the other Parties. The effective date of this Declaration shall be the date on which the Declaration is recorded. The cost of recording shall be paid by Flyers, LLC.

9.07 Time of the Essence

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Declaration.

9.08 Declaration for Exclusive Benefit of the Parties

Except for provisions herein for the benefit of a Mortgagee, the provisions of this Declaration are for the exclusive benefit of the Parties, their successors and assigns, and not for the benefit of any third Person, and this Declaration shall not be deemed to have conferred any rights upon any third Person.

9.09 No Partnership, Joint Venture or Principal-Agent Relationship

Neither anything in this Declaration nor any acts of the Parties shall be deemed by the Parties, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties and no provisions of this Declaration are intended to create or constitute any Person a third party beneficiary hereof.

9.10 Successors

This Declaration shall be binding upon and inure to the benefit of the respective

successors and assigns of the Parties and the Mortgagees.

DECLARANT

CITY OF AUBURN, CALIFORNIA, a Municipal Corporation

Date: _____

By: _____
Robert Richardson
City Manager

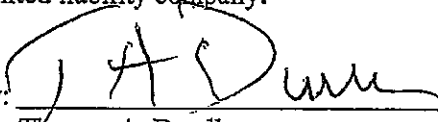
APPROVED AS TO FORM:

Michael Colantuono, City Attorney

The undersigned agree to the terms and conditions of this Declaration and hereby subordinate the Lot A Lease and the Lot B Lease to this Declaration.

Date: 2/3/2009

NELLA OIL COMPANY LLC, a California limited liability company:

By: 
Thomas A. Dwell
Member

Date: 2/3/2009

FLYERS, LLC, a California limited liability company:

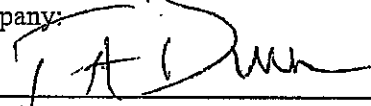
By: 
Thomas A. Dwell
Member

EXHIBIT LIST:

Exhibit A: Description of Lot A
Exhibit B: Description of Lot B
Exhibit C: Site Plan

State of California

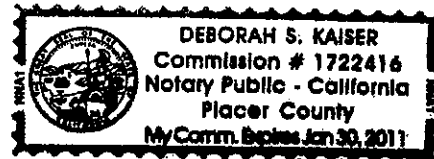
County of Placer

On February 3, 2009 before me, Deborah S. Kaiser, personally appeared Thomas A. Dwell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah S. Kaiser (Seal)



State of California

County of Placer

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

PROPERTY DESCRIPTION

LOT "A"

All that real property situate in the City of Auburn, County of Placer, State of California, described as follows:

Being a portion of that certain real property shown upon that certain Record of Survey Map No. 1847 of the Auburn Airport, recorded in Book 14 of Surveys at Page 66, Placer County Records, designated on sheet no. 4 of said map as "NELLA OIL - #85-143", more particularly described as follows:

Beginning at the northwest corner of said "Nella Oil" property marked by a chiseled "X" on rock at the easterly limit of Lindberg Street and running thence North $89^{\circ}40'24''$ East 200.20 feet, along the northerly boundary line of said "Nella Oil" property; thence leaving said northerly boundary line South $00^{\circ}18'52''$ East 200.00 feet, more or less, to a point in the southerly boundary line of said "Nella Oil" property; thence South $89^{\circ}40'30''$ West 200.45 feet, more or less, to the southwest corner of said "Nella Oil" property; thence North $00^{\circ}14'39''$ West 199.99 feet, more or less, along the westerly boundary line of said "Nella Oil" property and the easterly limit of Lindberg Street, to the point of beginning, containing 40,063 square feet, more or less.

Prepared By: Ronald S. Dundas P.L.S. 4415
Reg. Exp. 09/30/09
October 12, 2007

EXHIBIT A

EXHIBIT "B"
PROPERTY DESCRIPTION
LOT "B"

All that real property situate in the City of Auburn, County of Placer, State of California, described as follows:

Being a portion of that certain real property shown upon that certain Record of Survey Map No. 1847 of the Auburn Airport, recorded in Book 14 of Surveys at Page 66, Placer County Records, designated on sheet no. 4 of said map as "NELLA OIL - #85-143", more particularly described as follows:

Beginning at a point on the northerly boundary line of said "Nella Oil" property, from which point the northwest corner of said "Nella Oil" property marked by a chiseled "X" on rock at the easterly limit of Lindberg Street, bears South 89°40'24" West 200.20 feet; and running thence from said point of beginning, North 89°40'24" East 159.92 feet, more or less, along the northerly boundary line of said "Nella Oil" property, to the northeast corner thereof, being a point on the westerly limit of Rickenbacker Way; thence leaving said northerly boundary line South 00°14'13" East 200.00 feet, more or less, along the easterly boundary line of said "Nella Oil" property and the westerly limit of Rickenbacker Way; thence leaving said easterly boundary line and running thence along the southerly boundary line of said "Nella Oil" property, South 89°40'30" West 159.64 feet, more or less, to a point which bears South 00°18'52" East 200.00 feet, more or less, from the point of beginning; thence leaving said southerly boundary line, North 00°18'52" West 200.00 feet, more or less, to the point of beginning, containing 31,955 square feet, more or less.

Prepared By: Ronald S. Dundas P.L.S. 4415
Reg. Exp. 09/30/09
October 12, 2007

EXHIBIT B

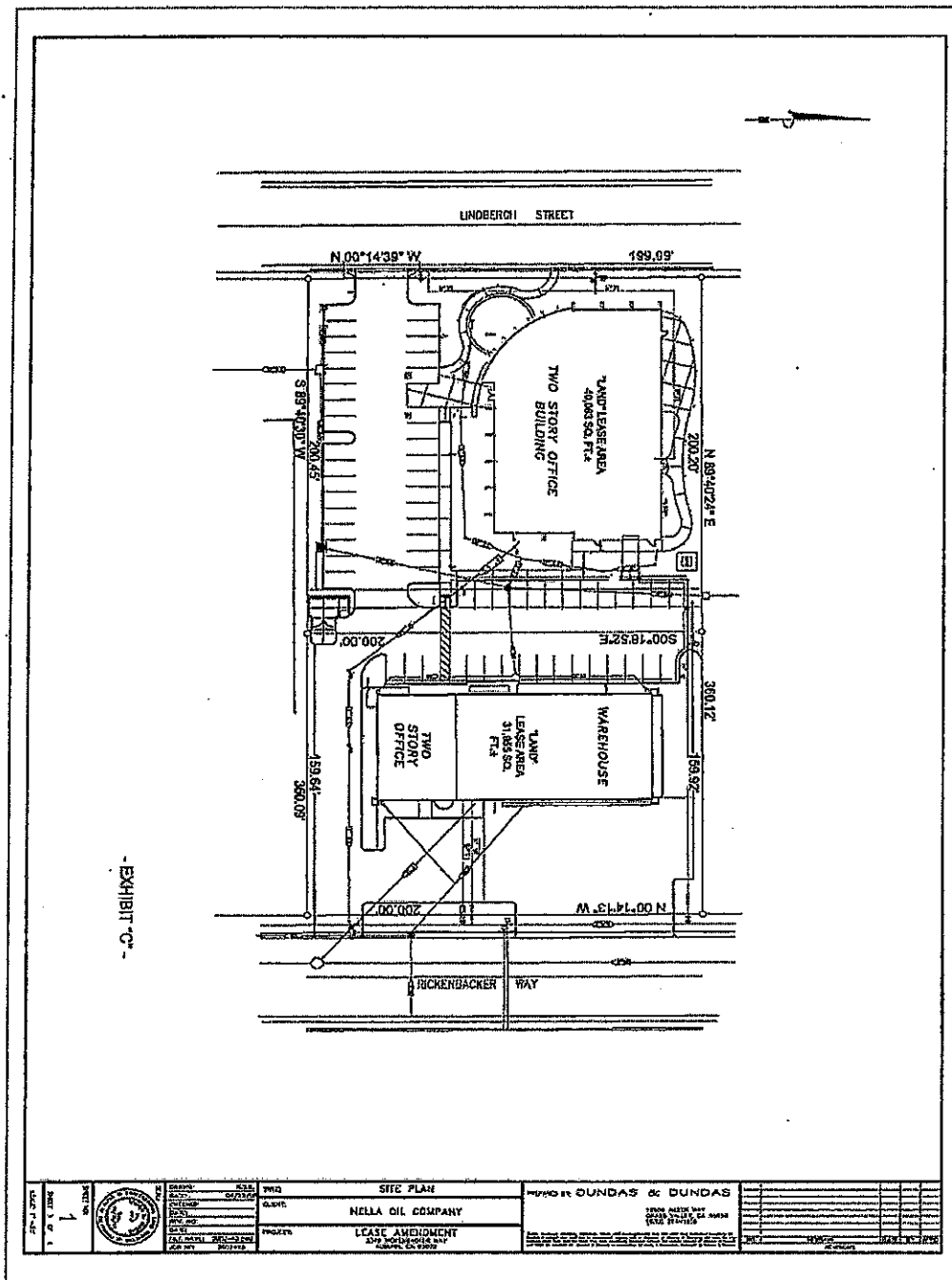


EXHIBIT C

